AGREEMENT
BETWEEN
GTE NORTH INCORPORATED
GTE SOUTH INCORPORATED
AND
BELL ATLANTIC NETWORK DATA, INC.
SUPPLEMENTING ADOPTED TERMS

THIS AGREEMENT is by and between GTE North Incorporated, GTE South Incorporated ("GTE") and Bell Atlantic Network Data, Inc. ("BAND"), GTE and BAND being referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services in the state of Illinois (the "State").

RECITALS

WHEREAS, BAND has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between GTE and NorthPoint Communications, Inc. ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Commission's Order dated January 12, 2000 in Docket No. 99-NA-052 and BAND's adoption of the Adopted Terms is pending approval by the Commission.;

WHEREAS, GTE and BAND are entering into this Agreement to implement the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 99-238 (released November 5, 1999) ("UNE Remand Order") and the Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (released December 9, 1999) (FCC 99-355) ("Line Sharing Order").

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms as follows[1];

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement, including Attachments 1 and 2, shall supersede Article VII and Appendix D of the Adopted Terms, and shall govern the provision of unbundled network elements, including line sharing.

[1] The Parties' reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter, dated March 15, 2000, are incorporated by reference and restated as if fully set forth herein.

2. For administrative ease, and without waiving their rights to challenge the legality of the Adopted Terms, the Parties have agreed to apply the remaining Adopted Terms to the provision of unbundled network elements, including line sharing, except to the extent inconsistent with any terms and conditions contained herein or in Attachments 1 and 2.

3. Except as specifically modified by this Agreement, the Adopted Terms shall remain in full force and effect.

4. If any provision in the Adopted Terms conflict with this Agreement, this Agreement shall control.

5. This Agreement shall become effective (the "Effective Date") upon the date BAND 's adoption of the Adopted Terms are approved by the Commission . The term of this Agreement shall be coterminous with the Adopted Terms.

6. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Underlying Agreement.

7. This Agreement, together with its preamble and recitals and with any exhibits, schedules, appendices or other attachments hereto, each of which is incorporated by this reference, sets forth the entire understanding of the Parties, supersedes all prior agreements between the Parties and merges all prior discussions between the Parties, with respect to the subject matter contained herein.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon the Effective Date.

GTE North Incorporated
GTE South Incorporated

By: Connie Nicholas

Name: Connie Nicholas

Title: Assistant Vice President
Wholesale Markets-Interconneciton

Date: June 14, 2000

APPROVED BY LEGAL DEPT.
ATTORNEY 6/12/00 DATE

Bell Atlantic Network Data, Inc.

By: _____

Name: John S. Collini

Title: General Counsel & Secretary

Date: Jun 15, 2000

ATTACHMENT 1

UNBUNDLED NETWORK ELEMENTS (UNES) ATTACHMENT

1. General.

This UNE Attachment (Attachment), together with Articles I and II, sets forth the terms and conditions under which GTE will provide UNEs and combinations of UNEs (Combinations) to BAND pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNE offerings will be governed by the GTE Guide found on GTE's wise website (http://www.gte.com/wise). GTE will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in GTE's network and on a first come, first serve basis. GTE will not construct new facilities to offer any UNE or Combinations. BAND shall not order services from GTE's resale, retail, or special access tariffs to circumvent or bypass, directly or indirectly, this no construction restriction. For example, except as otherwise expressly permitted pursuant to Applicable Law, BAND shall not convert services ordered out of such tariffs to UNEs or Combinations.

Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of FCC Rule 51.319, the FCC UNE Remand Order (CC Docket No. 96-98, FCC 99-238 the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (released March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See GTE Service Corporation, et. al v. Federal Communications Commission and United States of America*, No. 99-1176, *consolidated with* No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or continue to assert that certain provisions of the FCC's First, Second, and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Attachment from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (e) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; (f) and (f) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(e) above or any other actions. BAND further reserves the right to seek to have this Article be construed and interpreted to enable BAND to offer the broadest possible array of advanced services to consumers in the State. The Parties' consent herein shall not be considered a waiver of any rights granted or clarified by the FCC or the Commission. The Parties enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before industry fora, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

The Parties understand that both industry and GTE standards and processes applicable to UNEs and Combinations, including, without limitation, loop qualification, ordering, provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes, and to document the same for purposes of this Agreement, as necessary and appropriate.

The UNEs, including Combinations, hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Act.

2. Description of Individual UNE Offerings.

GTE will provide BAND with the following UNEs pursuant to this Attachment:

2.1 Local Loops.

The local loop UNE is defined as the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame (MDF), or its equivalent, in a GTE Central Office Switch or Wire Center up to and including the loop "demarcation point", including inside wire owned by GTE. The loop demarcation point is that point on the loop facility where GTE's ownership and control end and the subscriber's ownership and control begin. Generally, loops are provisioned as 2-wire or 4-wire copper pairs running from the Central Office Switch MDF to the subscriber's premises. However, a loop may be provided via other means, including radio frequencies, as a channel on a high-capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber's premises via a copper or coaxial drop or other facility. The loop includes all features, functions and capabilities of such transmission facilities, including attached electronics (except those electronics used for the provision of advanced services, such as digital subscriber line access multiplexers ("DSLAMs")) and line conditioning. The types of unbundled loops made available to BAND under this Attachment are:

2.1.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility also may include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. GTE does not guarantee data modem speeds on a 2-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier.

2.1.2 "4-Wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. GTE does not guarantee data modem speeds on a 4-wire analog loop. In addition, GTE does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier.

2.1.3 ISDN-BRI Capable Loop is capable of transmitting digital signals up to 160 kbps with no greater line loss than 36 db end-to-end measured at 40 kHz. When the loop length extends beyond the limitations of basic ISDN-BRI service line loss levels will be provisioned at no greater than 76 db at 40 kHz. Dependent upon facility make-up it may be necessary to add ISDN-BRI Line Loop Extension to bring the line loss level within acceptable levels. ISDN-BRI Line Loop Extension equipment can be added by GTE if requested by the CLEC at an additional cost beyond those of the unbundled loop element itself.

2.1.4 A 2-wire ADSL Capable Loop must be provisioned over copper facilities and will contain no load coils and minimum allowable bridge tap. Additional loop conditioning charges shall apply for the removal of the aforementioned types of equipment. In additional, when utilizing ADSL technology, the CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal to levels specified in Clause 6.13 of the ANSI T1.413 ADSL Standard. The CLEC is responsible for supplying the electronics necessary for providing ADSL service to their Customer.

2.1.5 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 Mbps. 4-wire digital loops are only provisioned on copper facilities. When a 4-wire digital loop is used by BAND to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz, in which case loss should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms.

2.1.6 "DS-1 Loops" will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects.

2.1.7 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. The DS-3 loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.

2.1.8 ""Dark Fiber Loops" consist of any unused fiber strands that exist between the fiber splice tray, or its functional equivalent, located within the GTE Central Office Switch, and the fiber splice tray or fiber patch panel located within a Customer premise that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying communications services. In addition to the other terms and conditions of this Attachment, the following terms and conditions also shall apply to Dark Fiber Loops:

2.1.8.1 GTE shall be required to provide Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at BAND's collocation point of interface/demarcation/connection, and (2) the other end terminates at the Customer premise.

2.1.8.2 At the Central Office Switch, unused fibers located at a fiber splice point in a cable vault or a controlled environment vault, manhole or other location outside the Central Office Switch or GTE premises, and not terminated to a fiber splice tray within the Central Office Switch or GTE Premises, are not available to BAND.

2.1.8.3 At the Customer premise, unused fibers are not available to BAND pursuant to this Attachment unless such fibers terminate on a fiber patch panel, or are available in a fiber splice tray, within the Customer premise. Unused fibers located in fiber splice point located outside the Customer premise are not available to BAND.

2.1.8.4 Dark Fiber will be offered to BAND on the condition that it is found in GTE's network at the time that BAND submits its

request (i.e., "as is"). GTE shall not be required to convert lit fiber to Dark Fiber for BAND's use.

2.1.8.5 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to BAND as dark fiber.

2.1.8.6 BAND shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

2.1.8.7 BAND may not resell Dark Fiber purchased pursuant to this Attachment to third parties.

2.1.8.8 In order for GTE to continue to satisfy its carrier of last resort (COLR) obligations under state law and/or to preserve the efficiency of its network, GTE will limit BAND to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of GTE's network during any two-year period. In addition, GTE may take either of the following actions, notwithstanding anything to the contrary in this Attachment:

- Revoke Dark Fiber leased to BAND upon a showing of need to the Commission and twelve (12) months' advance written notice to BAND; and

- Revoke Dark Fiber leased to BAND upon a showing to the Commission that BAND underutilized fiber (less than OC-12) within any twelve (12) month period.

BAND may not reserve Dark Fiber.

2.2 Subloops

The Subloop UNE is defined as any portion of the loop that is technically feasible to access at the terminals (access terminals) in GTE's outside plant, including inside wire. An access terminal is any point on the loop: (i) where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within; and (ii) that contains cables and their respective wire pairs that terminate on screw posts. To the extent they qualify under the preceding sentence, such points may include, but are not limited to, the pole or drop pedestal, network interface device (NID), minimum point of entry, single point of interconnection, the MDF, the remote terminal, and the feeder/distribution interface. In addition, subject to the requirements and limitations of the Collocation Attachment, BAND has the option of collocating a DSLAM (or its functional equivalent) in GTE's remote terminal (RT) at the fiber/copper interface point. When BAND collocates its DSLAM at GTE's RT, GTE will provide BAND with access to subloop UNEs to allow BAND to access the copper portion of the loop. The Subloop UNEs made available to BAND under this Attachment are:

2.2.1 "Feeder Subloop UNE" is a transmission path extending from the MDF located in GTE's Central Office Switch or Wire Center to the feeder distribution interface (FDI), or its functional equivalent, at a GTE cross-connect box. Feeder Subloop UNEs may be configured as "2-Wire Feeder" or "4-Wire Feeder", both of which may include load coils, bridge taps, etc. When utilizing ADSL technology, BAND is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. GTE will not provide the electronics required for BAND to provide xDSL service.

2.2.2 "Distribution Subloop UNE" is a transmission path extending from the FDI, or its functional equivalent, at a GTE cross-connect box, up to and including the demarcation point at an end user's premise. Unbundled Subloop Distribution Elements may be configured as "2-Wire Distribution" or "4-Wire Distribution", both of which may include carrier derived facility components (i.e., pair gain applications, loop conentrators/multiplexers). Distribution Elements are not available to BAND where GTE has provisioned its local network utilizing Digital Subscriber Technology (DAMLs). When utilizing ADSL technology, BAND is responsible for limiting the PDS of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. GTE will not provide the electronics required for BAND to provide xDSL service.

2.2.3 "Drop Subloop UNE" is a transmission path extending from a terminal, such as a pole or pedestal, to the end user premise. Drop Subloop UNEs will be offered on a per pair basis.

2.2.4 "Dark Fiber Feeder Subloop UNE" is any unused fiber strands that exist between the fiber splice tray, or its functional equivalent, located within the GTE Central Office Switch, and the fiber splice tray or fiber patch panel located at the GTE remote hut or DLC or controlled environmental hut (CEV) or accessible terminal where BAND has a point of interconnection. Unused fibers in the feeder portion of the loop that are located in a fiber splice point outside the Central Office Switch or remote hut/DLC/CEV are not available to BAND pursuant to this Attachment. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1.8 shall govern Dark Fiber Feeder Subloop UNEs.

2.2.5 "Dark Fiber Distribution Subloop UNE" is any unused fiber strands that exist between the fiber splice tray or patch panel located at the GTE remote hut/DLC/CEV, where BAND has established a point of interconnection, and the fiber splice tray or fiber patch panel located at the Customer premise. Unused fibers in the distribution portion of the loop that are located in a fiber splice point outside the Customer premise or remote hut/DLC/CEV are not available to BAND pursuant to this Attachment. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1.8 shall govern Dark Fiber Distribution Subloop UNEs.

2.3 Inside Wire.

The Inside Wire UNE is defined as all loop plant owned by GTE on a Customer premises as far as the point of demarcation.

2.4 Network Interface Device (NID).

The NID UNE is defined as any means of interconnection of Customer inside wiring to GTE's distribution plant. To gain access to a Customer's inside wiring, BAND may connect its own loop directly to GTE's NID where BAND uses its own facilities to provide local service to a Customer formerly served by GTE, as long as such direct connection does not adversely affect GTE's network.

2.5 Local Circuit Switching.

The local circuit switching UNE is defined as: (i) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (ii) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (iii) all features, functions and capabilities of the switch. GTE reserves the right not to provide circuit switching and shared transport as a UNE under the circumstances described in Rule 51.319(c)(2). At BAND's request, GTE will make available the following types of Circuit Switching as UNEs:

2.5.1 Analog Line Side Port. An analog line side port[1] is a line side switch connection used to provide basic residential- and business-type exchange services.

2.5.2 ISDN BRI Digital Line Side Port. An ISDN BRI digital line side port is a basic rate interface (BRI) line side switch connection used to provide ISDN exchange services.

2.5.3 Coin Line Side Port. A coin line side port is a line side switch connection used to provide coin services.

2.5.4 DS-1 Digital Trunk Side Port. A DS-1 digital trunk side port is a trunk side switch connection used to provide the equivalent of 24 analog incoming trunk ports.

2.5.5 ISDN PRI Digital Trunk Side Port. An ISDN PRI digital trunk side port is a primary rate interface (PRI) trunk side switch connection used to provide ISDN exchange services.

2.6 Local Tandem Switching.

The Local Tandem Switching UNE is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of the connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate Central Office Switches),

[1]A Port provides for the interconnection of individual Loops to the switching components of GTE's network. In general, the port is a line card or trunk card and associated peripheral equipment on a GTE Central Office Switch that serves as the hardware termination for the Customer's Exchange Service on that switch, generates dial tine, and provides the end-user access to the Public Switched Telecommunications Network (PSTN). Each line-side port is typically associated with on e(or more) telephone numbers(s), which serve as the Customer's network address. A port also includes local switching, which provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the Central Office Switch. When BAND orders and unbundled port, the BAND has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR. GTE will honor BAND Customers' preferences for listing status, including non-published and unlisted, and will enter the listing in the GTE database which is used to perform DA functions as it appears on the LSR.

including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

2.7 Packet Switching.

The Packet Switching UNE is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the DSLAM. GTE reserves the right to provide packet switching as an UNE only under the circumstances described in Rule 51.319(c)(5).

2.8 Dedicated Transport.

The Dedicated Transport UNE is defined as GTE interoffice transmission facilities, including all technically feasible capacity-related services, including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular Customer or carrier, that provide telecommunications between Wire Centers owned by GTE or BAND, or between Central Office Switches owned by GTE or BAND.

2.9 Dark Fiber Transport.

The Dark Fiber Transport UNE is defined as dedicated unused fiber strands that exist at the fiber splice tray, or its functional equivalent, located within the Central Office Switch, without attached multiplexing, aggregation or other electronics. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs set forth in Section 2.1(g) shall govern Dark Fiber Transport UNE.

2.10 Shared Transport.

The Shared Transport UNE is defined as interoffice transmission facilities shared by more than one carrier, including GTE, between Central Office Switches, between Central Office Switches and tandem switches, and between tandem switches, in GTE's network. Shared transport (also known as common transport) provides the shared use of interoffice trunk groups and tandem switching that are used to transport switched traffic, originating or terminating on a GTE port, between Central Office Switching entities. Shared transport will include tandem switching if GTE's standard network configuration includes tandem routing for traffic between these points. Shared transport is provided automatically in conjunction with port and local circuit switching. GTE reserves the right not to provide circuit switching and shared transport as an UNE under the circumstances described in Rule 51.319(c)(2).

2.11 Signaling Networks.

The signaling network UNE is defined as access to GTE signaling networks and signaling transfer points. SS7 transport and signaling shall be provided in accordance with the terms and conditions of a separately executed agreement, or via GTOC Tariff FCC No. 1.

2.12 Call-Related Databases.

The Call-Related Databases UNE is defined as access to a database, other than operations support systems (OSS), that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a

Telecommunications Service. These databases include the calling name database, 911 database, E-911 database, line information database, toll free (800 type services) calling database, advanced intelligent network database and downstream number portability databases that are provided by means of physical access at the signaling transfer point linked to the unbundled databases. LIDB services and database 800 type services shall be provided in accordance with the rates, terms and conditions of GTOC Tariff FCC No. 1. GTE reserves the right not to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment.

2.13 Service Management Systems.

The Service Management Database System UNE is defined as a computer database or system not part of the public switched network that: (i) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call and (ii) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

2.14 OS/DA.

The OS/DA UNE is defined as: (a) any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call (OS); and (b) a service that allows subscribers to retrieve telephone numbers of other subscribers (DA). In accordance with Rule 51.319(f), GTE will not provide OS/DA as a UNE when it offers customized routing. Where BAND provides its own OS/DA platform, BAND is required to route its OS/DA traffic to its platform over customized routing. Upon written request, GTE will provide BAND a list of Central Office Switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). BAND will return a written list of these switches ranked in priority order. GTE will return to BAND a schedule for customized routing in the Central Office Switches with existing capabilities and capacity. In response to BAND's written request, GTE will also provide BAND with applicable charges, and terms and conditions, for providing OS and DA, branding, and customized routing. Subject to the above provisions, GTE will choose the method of implementing customized routing of OS/DA calls. When GTE offers customized routing to BAND, BAND will be responsible for the transport to route OS/DA traffic to the designated platform. If a dedicated transport UNE is used to route OS/DA traffic to the designated platform, BAND must purchase a trunk side port and establish a collocation arrangement in accordance with the Collocation Attachment. If the dedicated transport UNE used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or trunk side port is required.

2.15 OSS.

The OSS UNE is defined as operations support system functions consisting of pre-ordering (including nondiscriminatory access to the same detailed information about loop qualification information that is available to GTE), ordering, provisioning, maintenance and repair, and billing functions supported by GTE's databases and information. Until such time as a real-time, electronic-like interface is made available to BAND by GTE, GTE shall enable BAND to perform all pre-ordering and ordering functions via a Web Graphical User Interface (GUI), including accessing said loop qualification information. This Web

GUI will provide BAND access to the same information which GTE provides to itself in order to allow BAND to determine if a loop is available and qualifies for service based on the end user's telephone number or street address, including the following:

2.15.1 The composition of the available loop material (including, without limitation, fiber optics and copper);

2.15.2 The existence, location and type of electronic or other equipment on the loop (including, without limitation, DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);

2.15.3 Loop length, including the segment length and location of each type of transmission media;

2.15.4 Loop length by wire gauge; and

2.15.5 The electrical parameters of the loop.

At such time as OBF has established standards for pre-order loop qualification, the Parties will cooperate to implement pre-order loop qualification functions based upon such standards.

2.16 Line Sharing.

2.16.1 General. The Line Sharing UNE is defined as access to the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. The following requirements shall serve as conditions to GTE's obligation to provide the Line Sharing UNE:

2.16.1.1 Line sharing will be permitted for any Asymmetrical Digital Subscriber Line (ADSL) or voice compatible xDSL (DSL) technologies that do not significantly degrade other advanced services or traditional voice band services, including without limitation ADSL, Rate-Adaptive ADSL and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become available, the Parties will address their possible deployment, consistent with the requirements of FCC Rules 51.230, 51.233 and paragraphs 201-205 of the Line Sharing Order. The DSL technology used by BAND will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.

2.16.1.2 GTE provides retail analog circuit switched voice band service (Voice Service) on the loop to the same Customer for which BAND provides the DSL line sharing service.[2] If

[2] Assuming that all other applicable requirements are met, the Line Sharing UNE shall be available under the following circumstances: (i) the Customer has Voice Service from GTE and wishes to add DSL service from BAND; (ii) the Customer has Voice Service and DSL service from GTE and wishes to convert the DSL service to BAND; (iii) the Customer wishes to establish both new Voice Service from GTE and new DSL service from BAND, subject to the requirement that Voice Service must be established prior to the implementation of DSL service; and (iv) the Customer has

GTE discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable Law, GTE shall provide notice the BAND that the Voice Service has been discontinued. Within five (5) business days after such notice, BAND shall notify GTE that it desires to: (i) discontinue the Customer's line sharing DSL service; or (ii) continue providing DSL service to the Customer over an unbundled loop without line sharing. If BAND does not make an affirmative election during said five (5) business days, option (i) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation of such DSL service without line sharing and without interruption.

Provided that these conditions are met, GTE shall provide line sharing to BAND utilizing an all-copper pair between a Customer demarcation location and the main distribution frame in GTE's serving Wire Center that is jumpered and cross-connected to a BAND collocation arrangement located in said serving Wire Center. At the serving Wire Center, GTE shall connect the line to a BAND tie cable via a GTE-provided jumper; provided, however, that BAND must have first obtained said tie cable from GTE to connect to BAND's collocation arrangement. GTE shall provide line sharing to BAND over Digital Loop Carrier (DLC) to the extent required pursuant to Applicable Law and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the Customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with fiber-fed DLC equipment installed).

2.16.2 Splitter Options. To utilize line sharing, BAND must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (released March 31, 1999) in the Central Office Switch that serves the Customer of the shared line. Specifically, any such splitter shall: (1) comply with ANSI T1E1 standards and GTE NEBS policy for collocators; (2) employ DC blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. BAND may obtain access to said splitter via either of the following options, at its discretion.

2.16.2.1 Option No. 1: Splitter Located in the Collocation Arrangement of BAND. BAND may choose to obtain the splitter directly and place the splitter in its collocation arrangement. BAND shall purchase and own the splitter. Under this option, both the non-BAND voice traffic and the BAND-provided DSL service will arrive at the BAND collocation arrangement via a tie cable obtained from GTE. At the collocation arrangement, the tie cable will terminate at

---

Voice Service from GTE and DSL service from another competitive local exchange carrier and wishes to convert the DSL service to BAND. At this time, line sharing will not be made available where the Customer has had its Voice Service number ported out to another local service provider either through interim number portability or long-term number portability. In addition, line sharing will not be available to more than one competitive local exchange carrier per loop.

the splitter, which will separate the voice traffic and the DSL traffic. BAND will retain the DSL traffic and will return the voice traffic to GTE, over a separate BAND tie pair assignment. For any such Central Office Switch in which BAND chooses to install its own splitter, GTE agrees to install any additional tie cables required by BAND, in accordance with, and subject to, the terms and conditions set forth in the Collocation Attachment and/or applicable GTE tariffs.

2.16.2.2 Option No. 2: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE via Virtual Collocation. GTE shall implement an additional Option under which BAND may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving wire center to which BAND does not have access. In this scenario, BAND shall obtain the splitter functionality on a "shelf at-a-time" basis. GTE shall perform all maintenance and repair work. BAND shall receive its DSL traffic via tie cables provided by the BAND, running from the main distribution frame to the virtually collocated splitter and from the splitter to BAND's collocation arrangement. GTE reserves the right to implement this Option via the GTE federal collocation tariff (FCC Tariff No. 1).

2.16.2.3 Customer Equipment. BAND must provide the Customer with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the Customer premise to receive separate Voice Services and DSL services across the same loop. BAND also is responsible for the installation and maintenance of such equipment. BAND shall determine the necessary Customer premise equipment.

3. Combinations.

GTE will offer Combinations where the elements are already combined in GTE's network, subject to the limitations, requirements and restrictions of applicable law, including, without limitation, Rule 51.319, the Line Sharing Order, the UNE Remand Order and the Act. GTE is no longer required to provide OS/DA as an UNE where GTE offers customized routing. Nevertheless, GTE will continue to provide OS/DA based on market rates (see Appendix A and Appendix A-1) until the Parties negotiate a separate OS/DA agreement. In the alternative, BAND can obtain an alternative provider. In addition, BAND may not use any Combination as a substitute for special access service pending the FCC's resolution of this issue in its Fourth FNPRM in Docket No. 96-98. BAND shall not have physical access to the combined UNEs in GTE's premises. However, BAND may use Combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular Customer. Subject to the foregoing limitations and restrictions and the other terms and conditions herein, BAND may order the following standard Combinations pursuant to this Attachment:

3.1 UNE Basic Analog Voice Grade Platform, which consists of:

3.1.1 UNE 2-Wire Loop;

3.1.2 UNE Basic Analog Line Side Port; and

3.1.3 UNE Shared Transport.

3.2 UNE ISDN BRI Platform, which consists of:

3.2.1 UNE 2-Wire Digital Loop;

3.2.2 UNE ISDN BRI Digital Line Side Port; and

3.2.3 UNE Shared Transport.

3.3 UNE ISDN PRI Platform, which consists of:

3.3.1 UNE DS-1 Loop;

3.3.2 UNE ISDN PRI Digital Trunk Side Port; and

3.3.3 UNE Shared Transport.

3.4 UNE DS-1 Platform, which consists of:

3.4.1 UNE DS-1 Loop;

3.4.2 UNE DS-1 Digital Trunk Side Port; and

3.4.3 UNE Shared Transport.

Advanced services, including but not limited to the following are not offered in Combination arrangements: (a) Frame Relay; (b) ATM; (c) ADSL; and (d) AIN.

4. Operations Matters.

4.1 Ordering.

4.1.1 General. The ordering procedures for UNEs and Combination's are described in the GTE Guide found on GTE's wise website http://www.gte.com/wise). GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite Customer information as described in the Guide) must be provided by BAND before a request can be processed. ASRs and/or LSRs submitted by BAND will be reviewed by GTE for validation and correction of errors. Errors will be referred back to BAND. BAND will then correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR/LSR. Pre-ordering does not guarantee the availability of a given UNE or Combination. Rather, GTE must receive a firm order after the pre-order to ensure BAND's access to the UNE or Combination ordered.

4.1.2 Dark Fiber. BAND shall order Dark Fiber Transport, Dark Fiber Loop and Dark Fiber Subloop UNEs by sending to GTE an ASR. When ordering dark fiber, BAND must order in pairs and at a minimum of two dark fiber strands per A to Z route unless BAND deploys DWDM, then individual fibers may be ordered. Each A to Z route request shall be made by

separate ASR. An ASR Service Inquiry must be submitted in advance of a firm order to determine the availability of dark fiber on a specific route.

4.1.3 Line Sharing. BAND will specify its requirements for line sharing on the collocation application for each GTE premise described in the Collocation Attachment. If BAND's collocation application is accepted, GTE will make the office ready for line sharing during the interval applicable to BAND's request for collocation. GTE shall complete the installation and provisioning of any tie cable ordered by BAND in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable GTE tariffs. GTE shall also process all BAND applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable GTE tariffs. GTE will work cooperatively with BAND to prioritize the order and timeframe in which GTE will complete deployment of equipment necessary to receive orders for line sharing in GTE's premises where BAND is currently collocated or where collocation capable of supporting shared lines is in the process of being provisioned. As soon as a Central Office Switch or GTE Premise has the splitter installed, GTE will begin accepting orders for lines shared by that office, consistent with the requirements and conditions of Section 4.1.1.

4.2 Unauthorized Changes.

If BAND submits an order for UNEs or Combinations under this Agreement in order to provide service to a Customer that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold services or unbundled elements, and the Customer notifies GTE that the Customer did not authorize BAND to provide local exchange services to the Customer, BAND must provide GTE with written documentation of authorization from that Customer within thirty (30) Business Days of notification by GTE. If BAND cannot provide written documentation of authorization within such time frame, BAND must within three (3) Business Days thereafter:

4.2.1 notify GTE to change the Customer back to the LEC providing service to the Customer before the change to BAND was made;

4.2.2 provide any Customer information and billing records BAND has obtained relating to the Customer to the LEC previously serving the Customer; and

4.2.3 notify the Customer and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill BAND fifty dollars ($50.00) per affected line to compensate GTE for switching the Customer back to the original LEC.

4.3 Letter of Authorization.

GTE will not release the Customer service record (CSR) containing Customer proprietary network information (CPNI) to BAND on GTE Customer accounts unless BAND first provides to GTE a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between GTE and BAND

authorizing the release of such information to BAND or if state or federal law provides otherwise, in accordance with such law. A LOA will be required before GTE will process an order for UNEs or Combinations provided in cases in which the subscriber currently receives local exchange or Exchange Access service from GTE or from a local service provider other than BAND. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and BAND.

4.4 Provisioning.

GTE agrees to provide UNEs and Combinations in a timely manner, considering the need and volume of requests, pursuant to service provisioning intervals which are at parity with the intervals for GTE's Customers of comparable services. GTE shall provide power to ordered UNEs and Combinations on the same basis as GTE provides power to itself. UNEs and Combinations will be provided only when facilities are Currently Available. If facilities are not Currently Available, BAND will be notified and the order will be rejected. The determination of whether or not facilities are Currently Available will be made on a case-by-case basis. GTE will use the following guidelines to determine if facilities are Currently Available to provision a requested UNE or Combination:

4.4.1 GTE will not place new interoffice facilities or outside plant feeder or distribution facilities.

4.4.2 GTE will not breach existing interoffice facilities, outside plant feeder or distribution facilities or Central Office Switch cabling or wiring to install new electronics or housing for plug-in electronic cards or modules. GTE will install new plug-in cards or modules when the housing already exists and is wired into the network.

4.4.3 In most circumstances, GTE will install drops and NIDs to connect outside plant facilities to a Customer's premises to provide a UNE loop. GTE will use the same procedures its uses to determine when a drop would routinely be installed for a GTE Customer or to determine if a drop will be installed for a UNE loop. Drops will not be installed when conditions such as excessive length, size of cable or use of fiber optics would require GTE outside plant construction personnel to install the drop.

4.4.4 GTE will not install new switches or augment switching capacity.

4.4.5 GTE will not install new software or activate software requiring a new right to use fee in switching equipment. GTE will activate software that is currently loaded in a switch but is not in use.

4.4.6 In certain situations, GTE utilizes pair gain technology, such as Integrated Digital Loop Carrier (IDLC)[3] or analog carrier, to provision facilities. GTE may not be able to provision a loop UNE in such cases. Where GTE can provision a Local Loop UNE using pair gain technology, the capabilities of such Local Loop UNE may be limited. If BAND orders a loop UNE that would normally be provisioned over facilities using pair gain technology, GTE will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities

[3] *See* Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

are not Currently Available, GTE will advise BAND that facilities are not available to provision the requested loop UNE.

4.5 Connections.

4.5.1 General. With the exception of the Shared Transport UNE, the UNEs specified above may be directly connected to BAND facilities or to a third-party's facilities designated by BAND to the extent technically feasible. Direct access to loops, subloop, port and local switching, and dedicated transport, that terminates in a GTE premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements. Removal of existing cable pairs required for BAND to connect service is the responsibility of BAND.

4.5.2 NID. In order to minimize adverse effects to GTE's network, the following procedures shall apply regarding NID connection:

4.5.2.1 When connecting its own loop facility directly to GTE's NID for a residence or business Customer, BAND must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. BAND shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.

4.5.2.2 At multi-tenant Customer locations, BAND must remove the jumper wire from the distribution block (i.e., the NID) to the GTE cable termination block. If BAND cannot gain access to the cable termination block, BAND must make a clean cut at the closest point to the cable termination block. At BAND's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. BAND will compensate GTE for the trip charge necessary to identify the cable pair to be removed.

4.5.2.3 GTE loop elements leased by BAND will be required to terminate only on a GTE NID. If BAND leasing a GTE loop wants to connect such loop to a BAND NID, BAND also will be required to lease a GTE NID for the direct loop termination and effect a NID-to-NID cross connection.

4.5.2.4 Rather than connecting its own loop directly to GTE's NID, BAND also may elect to install its own NID and effect a NID-to-NID cross connection to gain access to the Customer's inside wiring.

4.5.2.5 If BAND provides its own loop facilities, BAND may elect to move all inside wire terminated on a GTE NID to one provided by BAND. In this instance, a NID-to-NID cross connection will not be required. BAND, or the Customer's premise owner, can elect to leave the disconnected GTE NID in place, or to remove the GTE NID from the premises and dispose of it entirely.

4.5.2.6 GTE agrees to offer its NIDs to BAND for lease, but not for sale. Therefore, BAND may remove GTE identification from any GTE NID to which it connects a BAND loop, but BAND shall not place its own identification on such NID.

4.5.3 Dark Fiber Transport. BAND must have a collocation arrangement on each side of the transmission for BAND to gain access to Dark Fiber Interoffice Transport. GTE will terminate each end of the Dark Fiber Interoffice Transport at a fiber patch panel that has been connected to BAND's collocation arrangement via optical cross-connects. In addition, BAND must be collocated at any intermediate central office points where it plans on placing regenerative equipment.

4.5.4 Subloops. To gain access to a Feeder Subloop UNE, BAND must be collocated (subject to the terms and conditions of the Collocation Attachment and/or applicable GTE tariff) within the GTE Central Office Switch where the Feeder Subloop UNE is being requested. BAND must also be collocated at either a DLC or GTE cross-connect box where the Feeder Subloop UNE terminates.

4.5.4.1 To gain access to a distribution Subloop UNE, BAND must be collocated at either a DLC or cross-connect box that serves the Customer's address.

4.5.4.2 To gain access to a Drop Subloop UNE, BAND must be collocated at the terminal, such as a pole or pedestal, that serves the Customer's address.

4.6 Line Conditioning.

4.6.1 General For the charge(s) described on Appendix A and Appendix A-1, BAND may order conditioning of shared lines and those lines that are unbundled pursuant to this Attachment to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters. Dedicated transport may be conditioned for DS-1 clear channel capability.

4.6.2 Line Sharing. On shared lines, GTE will perform loop conditioning if the loop loss for Voice Services is less than -8.0dB. Conditioning will not be provided in circumstances where such conditioning significantly degrades other advanced services or traditional voice band services as provided and described in FCC Rules 51.230, 51.233 and paragraphs 85, 86 and 201-205 of the Line Sharing Order.

4.7 Performance, Repair, Testing and Maintenance.

4.7.1 General. Upon BAND's request, and for the charge(s) described on Appendix A and Appendix A-1, GTE will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

4.7.1.1 Such testing must be technically feasible.

4.7.1.2 If BAND has directly connected its facilities to a loop, GTE will not perform routine testing of the loop for maintenance purposes. BAND will be required to perform its own testing and notify GTE of service problems. GTE will perform repair and maintenance once trouble is identified by BAND. If the loop is combined with dedicated transport, BAND will not have access to the loop in the Wire Center. In this case, GTE will perform routine testing of the loop and perform repair and maintenance once trouble is identified.

4.7.1.3 All loop facilities provided by GTE on the premises of BAND's Customers, up to the network interface or demarcation point, are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.

4.7.1.4 If BAND leases loops that are conditioned to transmit digital signals, as part of that conditioning, GTE will test the loop UNE and provide recorded test results to BAND. In maintenance and repair cases, if loop tests are performed, GTE will provide any recorded readings to BAND at the time the trouble ticket is closed in the same manner as GTE provides the same to itself and/or its Customers

4.7.1.5 When BAND provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform routine maintenance. BAND can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the GTE NID and GTE will repair (or replace) the NID, or, at BAND's option, effect a NID-to-NID cross connection, using the GTE NID only to gain access to the inside wire at the Customer location.

4.8 Line Sharing

4.8.1 Access. GTE will provide BAND with nondiscriminatory access to the loop facility for testing, repair and maintenance activities via its Wholesale Internet Service Engine ("WISE") website (http://www.gte.wise) 4-Tel loop testing mechanism. BAND shall have remote test access to the test head twenty-four (24) hours a day, seven (7) days a week GTE is responsible for all testing of facilities and equipment terminated to its MDF and BAND is responsible for all testing of facilities located within its collocation space. GTE reserves the right to seek access to BAND's collocation space to conduct reasonably necessary testing, repairs and maintenance when BAND owns the splitter, as provided in Option No. 1 of Section 2.16 above.. For line sharing testing purposes (i.e., high frequency spectrum only), BAND's point of demarcation will be within BAND's collocation space.

4.8.2 Party Responsibility. GTE will be responsible for repairing Voice Service and the physical line between the network interface device at the Customer premise and BAND's demarcation point in the Central Office

Switch. BAND will be responsible for repairing its DSL services and any Customer-related DSL component at the Customer premise that impacts GTE's Voice Service. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by BAND, GTE shall conduct any necessary repair work for line sharing on a twenty-four (24) hour a day, seven (7) days a week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly. GTE is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and BAND is responsible for all repair and maintenance of facilities located within its collocation space. Where GTE has control of the splitter via Option No. 2 of Section 2.16 and does not provide BAND access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four (24) hour a day, seven (7) day a week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly. Where BAND owns the splitter via Option No.1 of Section 2.16, BAND is responsible for performing maintenance, repair and testing on the splitter.

4.8.3 Party Coordination. GTE and BAND agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. GTE and BAND will work together to diagnose and resolve any troubles reported by the Customer and to develop a permanent process for repair of shared lines. In the interim, GTE and BAND will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer. Where GTE has isolated a trouble with the Voice Service to be in BAND provided equipment, BAND will be required to clear the trouble associated with the GTE Voice Services. Where such troubles are not cleared within three (3) hours, GTE will strap-through the Voice Service on the GTE MDF, isolating BAND equipment from the GTE loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. BAND is responsible for informing GTE of any lifeline data services (e.g., heart monitor) which may be being provided over the high frequency portion of the loop that would preclude any such strap-through activity by GTE.

4.8.4 Electronic Security Systems. Where BAND provides DSL service to a Customer via a line sharing arrangement, the Parties acknowledge that the high frequencies associated with DSL can cause interference with some electronic security systems, resulting in false alarms, or in some instances, impair the system to the point that it becomes inoperative[4]. When BAND provides line sharing services to a Customer, BAND shall be required to inquire and to determine whether the Customer has an electronic security system. For Customers with electronic systems, BAND is responsible for taking the necessary preventive actions to ensure that the Customer's electronic security system remains operative and the high frequencies associated with line sharing services do not

[4] To mitigate these issues, for its DSL Customers with electronic security systems, GTE generally takes the following preventive actions: (1) where the electronic security system interfaces the inside wiring of the Customer premise via an RJ11 jack, GTE places a micro-filter between the electronic security system dial-up unit and the inside wiring; and (2) where the electronic security system is "hard-wired" to the inside wiring at the Customer premise, GTE places a splitter to isolate the high frequency data signals from the electronic security system's dial-up unit. Nothing in this Section 4.9.4 shall be read to constitute a warranty or representation that BAND's replication of GTE's practices/procedures outlined herein will be sufficient to avoid interference with electronic security systems in all cases or in any way absolve BAND of its duties and obligations set forth in this section 4.9.4, or elsewhere in the Agreement.

interfere with its operation. BAND shall be liable for all damages, costs, expenses, etc., which arise in conjunction with, are caused by or result from BAND's line sharing services' interference with, or impairment of, the Customers' electronic security systems.

4.8.5 Customer Education. GTE and BAND shall make Customers aware of the following conditions and requirements regarding the Line Sharing UNE:

4.8.5.1 The Customer should call GTE for problems related to its Voice Service. The Customer should call its BAND contact for problems related to its DSL service.

4.8.5.2 The Customer's DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the Customer may also be unable to use DSL services for some period of time.

4.8.5.3 Customers will not be able to use BAND DSL services if GTE Voice Services on the shared line are cancelled or terminated for any reason.

4.9 Subloops.

BAND is responsible for all engineering requirements when provisioning service to an end user via Subloop UNEs. GTE does not guarantee, nor is it responsible for, the end-to-end performance of the entire loop when GTE provides only a portion of the loop. Furthermore, GTE is responsible for maintenance on only the portion of the loop element that GTE provides. GTE will provide all Subloop UNEs to BAND in the same manner as GTE provides such elements to itself per existing GTE interface specifications, maintenance and administrative policies.

4.10 Loop Interference.

If BAND's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by GTE or other CLECs in the same cable sheath, GTE will so notify BAND and BAND will immediately remove such interfering technology and shall reimburse GTE for all costs and expenses incurred related to this interference.

5. Financial Matters.

5.1 Rates and Charges.

The monthly recurring charges (MRCs), non-recurring charges (NRCs), and usage charges applicable for the UNEs and Combinations, and related services made available under this Attachment are set forth in Appendix A and Appendix A-1 attached hereto and made a part of this Attachment. Compensation arrangements for the exchange of switched traffic between BAND and GTE when BAND uses a GTE port, local switching and shared transport shall be as set forth in Appendix B.

5.1.1 Interim Pricing. Notwithstanding anything in this Agreement to the contrary, these rates and charges for line sharing are interim pending the

outcome of the Commission's rate proceeding regarding line sharing. GTE's interim pricing does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, loop conditioning costs, etc.). GTE will present these alleged costs and seek recovery for them (including a retroactive true-up) in the Commission's line sharing pricing proceeding. To the extent that the Commission's line sharing rates for GTE (the "Line Sharing Rates"), or the terms and conditions for application of the Line Sharing Rates, are different than specified in this Section (the "Initial Order"), the Line Sharing Rates will be applied prospectively pending the issuance of a final, binding and non-appealable order (the "Final Order"). Upon the issuance of such the Final Order, the Line Sharing Rates will be applied retroactively to the effective date of this Agreement, or the effective date of the Initial Order if required under the terms, or based on the subject matter, of the Final Order. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, *within forty-five (45) business days after the date on which the Line* Sharing Rates order becomes final, binding and non-appealable. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, NA in effect at the date of said order. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

5.1.2 Nonwaiver. The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain rates, charges or terms established by the Commission or in any other proceeding (including, without limitation, the Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges; or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section.5.1.1. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties

acknowledges that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.

5.1.3 Loop Costs. In developing its interim prices set forth in Section 5.1.1, GTE did not include any direct loop costs. GTE's pricing methodology, however, is premised on the assumption that GTE will be afforded an opportunity to recover all its actual costs -- including the total actual cost of the loop -- in prices for services and in explicit universal service support. If GTE cannot recover all its costs, then GTE's pricing methodology must change and GTE reserves the right to require such a change. Also, GTE does not agree with the FCC's UNE pricing rules, which do not allow prices to be based on an ILEC's actual costs or opportunity costs. The Court of Appeals for the Eighth Circuit is considering the substantive validity of the FCC's pricing rules, and GTE reserves its right to change its prices if the court stays, vacates, or modifies the FCC's rules.

5.2 Billing.

GTE will utilize CBSS to produce the required bills for UNEs ordered via the LSR process. This includes NIDs, subloops, loops, loops combined with port, ports and local switching, shared transport, and line sharing. State or sub-state level billing will include up to thirty (30) summary bill accounts. Timing of messages applicable to GTE's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access. GTE will utilize CABS to produce the required bills for UNEs and Combinations ordered via the ASR process. This includes dark fiber, dedicated transport and loops combined with dedicated transport.

5.2.1 Incollects. Incollects are calls that are placed using the services of GTE or another LEC or local service provider and billed to a UNE port, INP number, or LNP number of BAND. Examples of an incollect are collect and credit card calls. GTE will provide the rated record it receives from the CMDS network, or which GTE records (non-intercompany), to BAND for billing to BAND's Customers. GTE will settle with the earning company, and will bill BAND the amount of each incollect record less the Billing & Collection (B&C) fee for Customer billing of the incollects. The B&C credit associated with BAND's incollect messages that are incurred by GTE will be billed to BAND on the monthly statement.

5.2.2 Outcollects. Outcollects are calls that are placed using a BAND UNE port and billed to a GTE line or the line of another LEC or local service provider. Examples of an outcollect are collect and credit card calls. When the GTE Central Office Switch from which the UNE port is served utilizes a GTE operator services platform, GTE will provide to BAND the unrated message detail that originates from a BAND resale service line or UNE port, but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). As the local service provider, BAND will be deemed the earning company and will be responsible for rating the message at BAND's rates and for providing the billing message detail to the billing company for Customer billing. BAND will pay to GTE charges as agreed to for services purchased, and BAND will be compensated by the billing company for the revenue due to BAND. When a non-GTE entity provides operator services to the GTE Central Office Switch from which the resale line or

UNE port is provisioned, BAND must contract with the operator services provider to obtain any EMI records required by BAND.

5.3 Measurement of Originating Usage.

GTE shall record usage data originating from BAND Customers that GTE records with respect to its own retail Customers, using services order by BAND. On UNE port accounts, GTE will provide usage in EMI format per existing file exchange schedules.

5.4 Measurement of Terminating Usage.

Until such time as industry standards are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix A and Appendix A-1.

5.5 Switched Access Usage.

GTE will provide BAND switched access usage records (AURs) in EMI Category 11 format for those UNEs which contain this switched access usage component. BAND agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

6. Intellectual Property Matters.

The Parties acknowledge that the determination of whether intellectual property rights are implicated by BAND's request to purchase a given UNE or Combination can vary greatly depending upon the individual contract terms negotiated by the vendor and GTE. If co-extensive intellectual property rights are required for BAND to purchase such UNE or Combination, GTE shall use its best efforts to assist BAND in acquiring such rights. Any costs associated with acquiring such rights shall be allocated among BAND and all requesting carriers, including GTE, on a case-by-case basis. BAND shall abide by all reasonable vendor requirements in connection with the determination and procurement of such rights, including, without limitation, confidentiality and privity of contract requirements. To the extent that BAND intends to use an UNE or Combination in a manner that is different from how GTE uses UNEs or Combinations in its network, BAND shall be solely responsible for obtaining this right from the vendor.